

UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF NEW YORK

NOV 17 2006  
HAROLD BAER  
U.S. DISTRICT JUDGE  
S. D. N.Y.

-----X  
DEVIN FAGAN,

Plaintiff,

-against-

THE CITY OF NEW YORK, POLICE COMMISSIONER  
RAYMOND W. KELLY, INSPECTOR ROBERT  
BOYCE, SERGEANT ROBERT HENDERSON, Shield #  
2019, POLICE OFFICER SELWYN FONROSE, POLICE  
OFFICER ADAM WRIGHT,

Defendants.  
-----X

**STIPULATION AND  
ORDER OF  
SETTLEMENT AND  
DISMISSAL**

06 CV 00408 (HB)

USDS SDNY DOCUMENT ELECTRONICALLY FILED DOC #: DATE FILED: 11/17/06
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**WHEREAS**, plaintiff commenced this action by filing a complaint on or about  
January 19, 2006, alleging violations of his constitutional rights and pendent state claims; and

**WHEREAS**, defendants have denied any and all liability arising out of plaintiff's  
allegations; and

**WHEREAS**, the parties now desire to resolve the issues raised in this litigation,  
without further proceedings and without admitting any fault or liability; and

**WHEREAS**, plaintiff Devin Fagan has authorized counsel to settle this matter as  
against defendants on the terms enumerated below;

**NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED**, by  
and between the undersigned, as follows:

1. The above-referenced action is hereby dismissed, with prejudice, and  
without costs, expenses, or fees in excess of the amounts specified in paragraphs "2" and "3"  
below.

2. Defendant City of New York hereby agrees to pay plaintiff the sum of Fourteen Thousand Seven Hundred Fifty Dollars (\$14,750.00) in full satisfaction of all claims, including claims for costs, expenses and attorneys' fees. In consideration for the payment of this sum, plaintiff agrees to dismissal with prejudice of all the claims against defendants the City of New York, Raymond Kelly, Robert Boyce, Selywn Fonrose and Adam Wright, and to release all these defendants and any present or former employees or agents of the City of New York and the New York City Police Department, with the exception of Robert Henderson, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorney fees.

3. Co-defendant Robert Henderson hereby agrees to pay plaintiff the sum of Two Hundred Fifty Dollars (\$250.00) in full satisfaction of all claims, including claims for costs, expenses and attorney fees. Plaintiff also agrees to dismissal of all claims with prejudice against named co-defendant Robert Henderson, and to release this co-defendant and any of his present or former employees or agents, from any and all liability, claims, or rights of action arising from and contained in the complaint in this action, including claims for costs, expenses and attorneys' fees.

4. Co-defendant Robert Henderson hereby agrees to withdraw all cross-claims and counter-claims against the City of New York, Raymond Kelly, Robert Boyce, Selwyn Fonrose and Adam Wright and release these defendants, and any of their present or former employees or agents, from any claims or rights of action he may have regarding liability, attorneys' fees, costs, expenses, representation, employment, or indemnification.

5. Plaintiff shall execute and deliver to defendant City of New York's attorney all documents necessary to effect this settlement, including, without limitation, a Release based on the terms of paragraph 2 above and an Affidavit of No Liens. Plaintiff shall

also execute and deliver to co-defendant Henderson's attorney all documents necessary to effect this settlement, including, without limitation, a Release based on the terms of paragraph 3 above.

6. Co-defendant Henderson shall execute and deliver to defendant City of New York's attorney a Release based on the terms of paragraph 4 above.

7. Nothing contained herein shall be deemed to be an admission by any of the defendants that they have in any manner or way violated plaintiff's rights, or the rights of any other person or entity, as defined in the constitutions, statutes, ordinances, rules or regulations of the United States, the State of New York, or the City of New York or any other rules, regulations or bylaws of any department or subdivision of the City of New York. This stipulation and settlement shall not be admissible in, nor is it related to, any other litigation or settlement negotiations.

8. Nothing contained herein shall be deemed to constitute a policy or practice of the City of New York or the New York City Police Department.

9. This Stipulation and Order contains all the terms and conditions agreed upon by the parties hereto, and no oral agreement entered into at any time nor any written agreement entered into prior to the execution of this Stipulation and Order regarding the subject matter of the instant proceeding shall be deemed to exist, or to bind the parties hereto, or to vary the terms and conditions contained herein.

Dated: New York, New York  
October 18, 2006

Stoll & Glickman, LLP  
~~Leo Glickman, Esq.~~ *ANDREW B. STOLL*  
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By: 

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By: \_\_\_\_\_

JOHN BURNS [JB ]

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399 Knollwood Road-Suite 220  
White Plains, NY 10603  
(914) 997-0555

By: \_\_\_\_\_

BRUNO GIOFFRE [BG ]

SO ORDERED:

  
U.S.D.J.

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By: \_\_\_\_\_  
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By: \_\_\_\_\_  
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By:   
JOHN BURNS [JB 1072]

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